

**EXHIBIT "B"**

**MARK E. FELGER (MF9985)**  
**JERROLD N. POSLUSNY, JR. (JP7140)**  
**COZEN O'CONNOR**  
LibertyView, Suite 300  
457 Haddonfield Road  
Cherry Hill, NJ 08002  
(856) 910-5000  
(856) 910-5075 (fax)

Attorneys for the Debtors

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In re:	:	UNITED STATES BANKRUPTCY COURT
	:	FOR THE DISTRICT OF NEW JERSEY
	:	
SHAPES/ARCH HOLDINGS L.L.C., <u>et</u>	:	CHAPTER 11
<u>al.</u> ,	:	
	:	
Debtors.	:	CASE NO. 08-14631 (GMB)
	:	(Jointly Administered)

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**AFFIDAVIT IN SUPPORT OF ORDINARY COURSE RETENTION**

STATE OF New Jersey)  
) ss:  
COUNTY OF Gloucester)

**Gregory D. Martin** declares as follows:

1. I am a Vice President of the firm of Roux Associates, Inc. (the "Firm"), which maintains offices at 1222 Forest Parkway, West Deptford, NJ 08066.

2. This Affidavit is submitted in connection with an order of the United States Bankruptcy Court for the District of New Jersey dated April 23, 2008 authorizing Shapes/Arch Holdings L.L.C, Shapes L.L.C., Delair L.L.C., Accu-Weld L.L.C. and Ultra L.L.C. (the "Debtors") to retain certain professionals in the ordinary course of business during the pendency of the Debtors' Chapter 11 cases. The Debtors have requested, and the Firm has agreed, to continue to represent and advise the Debtors pursuant to Section 327(e) of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

3. The Firm has provided, and/or intends to provide, the following services to the Debtors from and after the Petition Date: environmental consulting, environmental compliance, regulatory compliance, remedial investigative and remedial action services.\*

\*See also Attachment A

4. To the best of my knowledge, information and belief, formed after due inquiry, (i) the Firm does not currently provide services to any party in any matter related to the Debtors, and (ii) the Firm does not represent or hold an interest adverse to the Debtors.\*

\*See also Attachment A

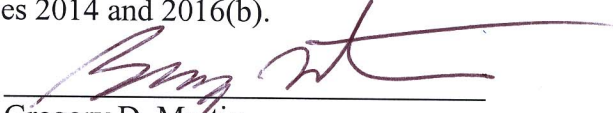
5. The Firm may now, or in the future, provide services to certain creditors of the Debtors or other parties in matters to the Debtors and their estates, but in this regard, the Firm's work for these clients will not include representation on any matters relating to the Debtors' Chapter 11 cases.\*

\*See also Attachment A

6. The Firm further states that it has not shared, nor agreed to share any compensation received in connection with these Chapter 11 cases with another party or person, other than as permitted by Section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016.

\*See also Attachment A

7. The foregoing constitutes the statement of the Firm pursuant to Sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

  
\_\_\_\_\_  
Gregory D. Martin  
Vice President  
Roux Associates, Inc.  
1222 Forest Parkway  
West Deptford, NJ 08066

Sworn to before me  
this 13 day of MAY, 2008

  
\_\_\_\_\_  
Notary Public

**JASON ERIC KOHL**  
**Notary Public of New Jersey**  
**Commission Expires 3/27/2013**

**EXHIBIT "C"**

**MARK E. FELGER (MF9985)**  
**JERROLD N. POSLUSNY, JR. (JP7140)**  
**COZEN O'CONNOR**  
LibertyView, Suite 300  
457 Haddonfield Road  
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Attorneys for the Debtors

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In re:	:	UNITED STATES BANKRUPTCY COURT
	:	FOR THE DISTRICT OF NEW JERSEY
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SHAPES/ARCH HOLDINGS L.L.C., <u>et</u>	:	CHAPTER 11
<u>al.</u> ,	:	
	:	
Debtors.	:	CASE NO. 08-14631 (GMB)
	:	(Jointly Administered)

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**RETENTION QUESTIONNAIRE**

**TO BE COMPLETED BY PROFESSIONALS EMPLOYED BY**

Shapes/Arch Holdings L.L.C, Shapes L.L.C., Delair L.L.C., Accu-Weld L.L.C. and/or Ultra L.L.C. (the "Debtors")

**FILE THIS QUESTIONNAIRE WITH THE COURT.**  
**RETURN A COPY OF IT TO:**

1. Shapes/Arch Holdings L.L.C.  
9000 River Road  
Delair, NJ 08110  
Attn: David Gollin, Esq.
2. Cozen O'Connor  
Chase Manhattan Centre  
1201 North Market St.  
Suite 140  
Wilmington, DE 19801  
Attn: Mark E. Felger, Esq.

3. Cozen O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
Cherry Hill, NJ 08002  
Attn: Jerrold N. Poslusny, Jr., Esq.
4. Office of the United States Trustee  
One Newark Center  
Suite 2100  
Newark, NJ 07102  
Attn: Peter J. D'Auria, Esq.  
Attn: Jeffrey M. Sponder, Esq.
5. Blank Rome LLP  
One Logan Square  
130 North 18th Street  
Philadelphia, PA 19103-6998  
Attn: Joel Shapiro, Esq.
6. Blank Rome LLP  
The Chrysler Building  
405 Lexington Ave.  
New York, NY 10174  
Attn: Lawrence Flick, Esq.
7. Stradley Ronon  
2600 One Commerce Square  
Philadelphia, PA 19103  
Attn: Paul A. Patterson, Esq.  
Attn: Gary P. Scharmett, Esq.

If more space is needed, please complete on a separate page and attach.

1. Name and address of firm:  
Roux Associates, Inc.  
1222 Forest Parkway  
West Deptford, NJ 08066
2. Date of Retention: April 15, 2008
3. Type of Service Provided (accounting, legal, etc.):  
Environmental Services

4. Brief description of services to be provided:  
Environmental consulting, environmental compliance, regulatory compliance, remedial investigative and remedial action services.\*  
\*See also Attachment A
5. Arrangements for compensation (hourly, contingent, etc.):  
hourly
- (a) Average hourly rate (if applicable): See rate sheet as Attachment B
- (b) Estimated average monthly compensation based on pre-petition retention (if firm was employed pre-petition):  
Variable based on assignment
6. Pre-petition claims against any of the Debtors held by the firm:  
Amount of claim: \$0.00(see Attachment A)  
Date claim arose: Not Applicable  
Source of claim: Not Applicable
7. Pre-petition claims against any of the Debtors held individually by any member, associate or professional employee of the firm:  
  
Name: Not Applicable  
Status: Not Applicable  
Amount of claim: Not Applicable  
Date claim arose: Not Applicable  
Source of claim: Not Applicable
8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to their estates with respect to the matters on which the above-named firm is to be employed:  
No adverse interest known\*  
\*See also Attachment A

## ATTACHMENT A

Notwithstanding anything to the contrary in Exhibits B and C, Roux Associates, Inc. ("Roux Associates") provides the disclosures herein to clarify its responses to the "Affidavit in Support of Ordinary Course Retention ("Exhibit B")" and the "Retention Questionnaire ("Exhibit C")":

- 1) Clarification for Exhibit B, paragraphs 3, 4, 5, and 8, and Exhibit C, paragraph 4: As disclosed in Exhibits B and C, Roux Associates provides environmental services ("Services") directly for the Debtor and the continuation of these Services is the subject of the Ordinary Course Retention. These Services are distinct and different from the services described in Item 2 below.
- 2) Clarification for Exhibit B, paragraphs 3, 4, 5, and 8, and Exhibit C, paragraph 4: Roux Associates is also currently conducting remedial investigative services and expects to conduct remedial investigative services and remedial action services in the future with respect to environmental contamination both on the Debtors' property and potentially beyond the property boundaries (collectively "Insurance Services"). The Insurance Services has and is expected to include installation of monitoring wells, measurements of ground water, sampling, report preparation and other related activities. The currently anticipated Insurance Services are described in two workplans submitted to the New Jersey Department of Environmental Protection (NJDEP) in response to an August 14, 2007 "Notice of Deficiency" from the NJDEP.

All of the Insurance Services described in this Item 2 have been paid for in the past and are anticipated to be paid for in the future directly by the insurance companies of the Debtors (Insurance Companies). Implementation of the Insurance Services described in this Item 2 will not be done under the Ordinary Course Retention.

- 3) Clarification for Exhibit C, paragraph 6: Roux Associates currently has approximately \$18,000 in outstanding accounts receivables with respect to the Insurance Services described in Item 2. As in the past, Roux Associates expects to be paid directly by the Insurance Companies. As a result, Roux Associates has not listed these monies as "pre-petition claims" against the Debtors.
- 4) Clarification for Exhibit B, paragraph 6: In the normal course of conducting Services for the Debtors under the Ordinary Course Retention, it is hereby disclosed that Roux Associates may subcontract certain required Services such as those provided by drilling, analytical laboratory, equipment rental, surveying, disposal or remedial contractors.
- 5) Clarification for Exhibit B, paragraph 5: It is anticipated that Services provided under the Ordinary Course Retention may include consulting services and preparation of documents on behalf of the Debtors for compliance with New Jersey's Industrial Site Recovery Act (ISRA).

**ATTACHMENT B**  
**ROUX ASSOCIATES INC.**  
**Standard Schedule of Fees**  
*Effective January 2007*

<b><u>CATEGORIES</u></b>	<b><u>HOURLY FEE</u></b>
Word Processing/Document Production.....	\$60 – \$75
Project Support (Technical Editing/Database Management).....	\$75 – \$100
Drafting .....	\$80 – \$100
Technician .....	\$75 – \$90
Staff .....	\$85 – \$100
Project.....	\$100 – \$120
Senior .....	\$125 – \$160
Principal .....	\$170 – \$210
Officer .....	\$200 – \$275

Technical disciplines include hydrogeologists, geologists, engineers, geochemists, geophysicists, soil scientists, toxicologists, and industrial hygienists.

Labor rates **do not include** all reasonable travel and living expenses, vehicle mileage, long distance calls, in-house reproduction, express freight, specialized field and computer equipment and those items purchased solely for the project. All incidental expenses will be billed at cost. Other billable items are summarized below.

**EXPENSES**

Company Trucks .....	\$110 per day
Personal Vehicles.....	IRS Prevailing Rate
In-house Reproduction	
<u>Black &amp; White</u>	
8.5 x 11 and 11 x 17.....	\$ .15 per page
D & E Size Drawings.....	\$2.50 per page
<u>Color</u>	
8.5 x 11 and 11 x 17.....	\$1.50 per page
In-house Color Prints	
D & E Size Drawings.....	\$5.00 per print
Graphics Scanning .....	\$50 per scan
Long Distance Telephone .....	At Cost
Overnight Delivery .....	At Cost
Company Field Equipment .....	Rate schedule available upon request
Computer Modeling, Computer Graphics/ Drafting, and Data Management .....	\$35.00 per hour
Equipment and Supplies .....	Cost plus 10 percent
Subcontractor Costs .....	Cost plus 15 percent

All invoices are payable upon receipt. Invoices not paid within 30 days are subject to interest at 1.5 percent per month. Individual billing rates will be adjusted on an annual basis in January of each year.